

P BK 94 PG 737

STATE MS.-DE SOTO CO.
FILED

JUL 8 3 50 PM '02

BK 94 PG 737
W.E. DAVIS CH. CLK.

This instrument was
prepared by:

Rex A. Palmer
Mayer, Brown, Rowe & Maw
190 South LaSalle Street
Chicago, Illinois 60603

na

Mississippi

LEASE TERMINATION AGREEMENT

executed on the dates set forth on
the acknowledgments hereto but effective as of June 19th, 2002

between

ATLANTIC FINANCIAL GROUP, LTD.,
a Texas limited partnership, as Lessor

and

DOLGENCORP, INC.,
a Kentucky corporation, as Lessee

All of Lot 7A of the Resubdivision of Lot 7 and 8 Danair Subdivision
DeSoto County, Mississippi

LEASE TERMINATION AGREEMENT

This LEASE TERMINATION AGREEMENT was executed on the dates set forth on the acknowledgments hereto but is effective as of the 19th day of June, 2002 by and between ATLANTIC FINANCIAL GROUP, LTD., a Texas limited partnership, as lessor (the "Lessor") and DOLGENCORP, Inc., a Kentucky corporation (the "Lessee").

RECITALS

WHEREAS, Lessor has entered into (i) a Lease Agreement dated as of September 2, 1997 with Dollar General Corporation, which was joined in by the Lessee and (ii) a Master Lease Agreement dated as of June 11, 1999 with certain subsidiaries of Dollar General Corporation including the Lessee (collectively, the "Lease"), which Lease is evidenced of record by the Mississippi Lease Supplements and Memorandum of Lease (collectively, the "Lease Supplements") listed on Schedule I attached hereto (together with the Lease, the "Lease Documents").

WHEREAS, in connection with the exercise by the Lessee of its option to purchase contained in Article XIV of the Lease, Lessor and Lessee, to the extent of their interests, have agreed to terminate the Lease Documents upon the terms and conditions set forth in this agreement.

WHEREAS, Lessor has conveyed its interests in the property subject to the Lease Documents to Lessee or an affiliate of Lessee.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth Lessor and Lessee agree as follows:

Effective as of the date hereof the Lease Documents are terminated. Notwithstanding the foregoing, this Lease Termination Agreement does not terminate any covenants, warranties, indemnities or other obligations of Lessee or any other party under the Lease Documents which by their terms expressly survive the release or termination of such Lease Documents; provided, however, that this Lease Termination Agreement shall act as a release and termination of all liens, claims and interests Lessor and Lessee possess under the Lease Documents in and to the property subject to the Lease Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ATLANTIC FINANCIAL GROUP, LTD., a Texas
limited partnership

By: Atlantic Financial Managers, Inc., a Texas
corporation

By: 

Name: Stephen S. Brookshire

Title: President

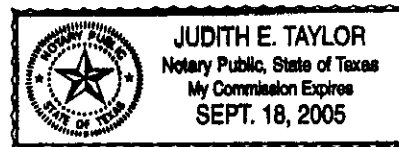
STATE OF TEXAS

COUNTY OF DALLAS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 7th day of June, 2002, within my jurisdiction, the within named STEPHEN S. BROOKSHIRE, who acknowledged that he is the _____ President of ATLANTIC FINANCIAL MANAGERS, INC., a Texas corporation, which is the general partner of ATLANTIC FINANCIAL GROUP, LTD., a Texas limited partnership, and that for and on behalf of ATLANTIC FINANCIAL MANAGERS, INC., as general partner of ATLANTIC FINANCIAL GROUP, LTD., and as the act and deed of ATLANTIC FINANCIAL MANAGERS, INC., general partner of ATLANTIC FINANCIAL GROUP, LTD., he executed the above and foregoing instrument, after first having been duly authorized to do so.

Judith E. Taylor
Notary Public

My Commission Expires:



DOLGENCORP, INC., a Kentucky corporation

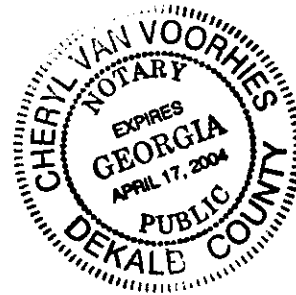
By Wade Smith
Name: Wade Smith
Title: Vice President

STATE OF Georgia)
COUNTY OF Fulton)

PERSONALLY appeared before me, the undersigned authority in and for the county and
sate aforesaid, on this 18th day of June, 2002, within my jurisdiction, the within named
Wade Smith who acknowledged that he is the
Vice President of DOLGENCORP, INC., a Kentucky corporation,
and for and on behalf of the said corporation, and as its act and deed he executed the above and
foregoing instrument, after having been duly authorized by said corporation so to do.

Cheryl Van Voorhies
NOTARY PUBLIC

My Commission Expires:



Upon recordation this instrument should
be returned to:

Milton Smith
Dollar General Corporation
100 Mission Ridge
Goodlettsville, Tennessee 37072

SCHEDULE I

P BK 94 PG 743

State	County	Site #	Location	City	Recording	
					Date	Document Number
Mississippi	Desoto	BM-00044	8274 Airways Blvd.	Southaven	01/10/2000	BK 84, PG 145
Mississippi	Desoto	BM-00044	8274 Airways Blvd.	Southaven	01/10/2000	BK 84, PG 101

SCHEDULE I

P BK 94 PG 744

State	County	Site #	Location	City	Recording	
					Date	Document Number
Mississippi	Desoto	BM-00020	10956 Nichols Blvd.	Olive Branch	07/15/1999	BK 81, PG 719
Mississippi	Desoto	BM-00020	10956 Nichols Blvd.	Olive Branch	07/15/1999	BK 81, PG 759

INDEXING INSTRUCTIONS

STATE OF MISSISSIPPI

COUNTY OF DESOTO

SECTION 26, T1S,R6W

LOT 14, HOLIDAY CROSSING PLANNED UNIT DEVELOPMENT

EXHIBIT A

Lot 14, Holiday Crossing Planned Unit Development, situated in Section 26, Township 1 South, Range 6 West, in DeSoto County, Mississippi, as shown on Plat of record in Plat Book 57, Pages 10-11, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which Plat reference is made for a more particular description.

INDEXING INSTRUCTIONS

**STATE OF MISSISSIPPI
COUNTY OF DESOTO
LOT 7A OF RESUBDIVISION OF LOT 7 AND 8
DANAIR SUBDIVISION**

Exhibit A

All of Lot 7A of the Resubdivision of Lot 7 and 8 Danair Subdivision in Plat filed of record May 11, 1999 and recorded in Plat Book 66, Page 27 of the land records of the Chancery Clerk of Southaven, DeSoto County, Mississippi.